

LB CREDIT CORPORATION =

Paul J. Duhamel
General Counsel

0100070017

December 16, 1993

VIA FEDERAL EXPRESS

The Honorable Sidney Strickland
Secretary
Interstate Commerce Commission
Washington, DC 20423

Attention: Ms. Kate Quigllan

Dear Mr. Secretary:

RECORDATION NO. 12942 FILED 1425

DEC 20 1993 -2 25 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. ~~FILED 1425~~

DEC 20 1993 -2 25 PM

INTERSTATE COMMERCE COMMISSION

We enclose for recordation pursuant to 49 U.S.C. § 11303 the original and a counterpart of an Assignment and Assumption Agreement, dated as of December 16, 1993.

The Assignment is a secondary document, as defined in 49 C.F.R. § 1177.1(b). It relates to the following primary documents:

Lease Agreement, dated as of February 17, 1981, filed with the ICC on February 20, 1981, at 1:00 p.m., Recordation No. 12942.

Assignment of Purchase Agreement, dated as of February 17, 1981, filed with the ICC on February 20, 1981, at 1:00 p.m., Recordation No. 12942-A.

The names and addresses of the parties to the Assignment are as follows:

Assignor: LB Credit Corporation
101 California Street
Suite 2800
San Francisco, California 94111

Assignee: Equipment Credit Services, Inc.
P.O. Box 27248
Tempe, Arizona 85285

The Honorable Sidney Strickland
December 16, 1993
Page 2

A general description of the railroad equipment covered by the Assignment is as follows:

Thirteen (13) ACF Industries, Inc., 100-ton roller-bearing, 33,500 gallon jumbo pressure tank cars (DOT classification: 105A400W) bearing identification marks and numbers LEYX 601, 602, 603, 604, 606, 607, 610, 611, 612, 613, 617, 618, and 619.

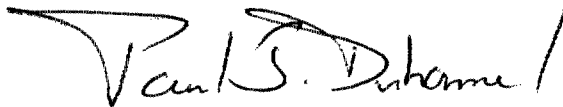
We request that this Assignment also be indexed under the name of the assignee, Equipment Credit Services, Inc.

A brief summary of the Assignment to appear in the index follows:

Same units as in above Equipment Lease, bearing identification marks and numbers LEYX 601, 602, 603, 604, 606, 607, 610, 611, 612, 613, 617, 618, and 619.

We enclose the fee of \$18.00 for recordation. Please file-stamp and return to us the original Assignment and the enclosed copy of this transmittal letter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Paul S. Duhamel". The signature is stylized with a large, sweeping initial "P" and a long horizontal stroke at the end.

Enclosures

cc: George M. Williams, Esq.

Interstate Commerce Commission

Washington, D.C. 20423

12/22/93

OFFICE OF THE SECRETARY

Paul J. Duhamel
General Counsel

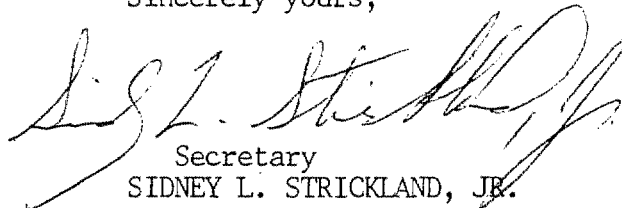
LB Credit Corporation
101 California Street , Suite 2800
San Francisco, California 94111

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on 12/20/93 at 2:25pm , and assigned
recordation number(s).

12942-D

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

22602

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, by and between **LB CREDIT CORPORATION**, a Delaware corporation ("Assignor"), and **EQUIPMENT CREDIT SERVICES, INC.**, a Delaware corporation ("Assignee"), is made and is effective as of December 16, 1993.

RECITALS

Assignor and WANDA PETROLEUM COMPANY ("Customer"), are parties to that certain Lease Agreement dated as of February 17, 1981 (together with all amendments, riders, addenda, modifications, guaranties, indemnity agreements, security agreements, purchase agreements, insurance policies, certificates, opinions and other related agreements and documents, the "Agreement"), concerning the financing of certain equipment described therein (the "Equipment") by Assignor.

Assignor desires to assign and transfer all of its right, title and interest, including its rights, obligations, duties and liabilities, in, to and under the Agreement and to delegate all of its obligations and duties under the Agreement to Assignee; Assignor will, simultaneously with the execution and delivery hereof, sell and assign to Assignee all of Assignor's right, title and interest in and to the Equipment, pursuant to a Bill of Sale.

Assignee desires to accept the assignment and transfer by Assignor of all of its right, title and interest, including its rights, obligations, duties and liabilities, in, to and under the Agreement and to assume and perform Assignor's obligations and duties under the Agreement.

Accordingly, the parties hereto hereby agree as follows.

1. Assignment and Delegation. Assignor hereby:

(a) assigns and transfers to Assignee all of Assignor's right, title and interest in, to and under the Agreement, including all of its rights thereunder and all of its obligations, duties and liabilities thereunder arising on or after the effective date hereof, together with any and all payments due or to become due and payable to Assignor under the Agreement, subject only to (i) the rights of Customer under the Agreement, including, without limitation, Customer's right to quiet enjoyment of the Equipment and (ii) the provisions of Section 3 hereof; and

(b) delegates to Assignee all of Assignor's obligations and duties under the Agreement arising on or after the effect date hereof.

2. Acceptance and Assumption. Assignee hereby:

(a) accepts the foregoing assignment and transfer; and

(b) assumes and agrees to perform the foregoing obligations and duties of Assignor under the Agreement arising on or after the effective date hereof.

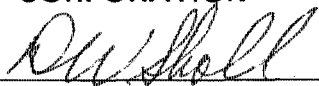
3. Governing Law. This Assignment and Assumption Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be executed by their duly elected officers as of the date first mentioned above.

ASSIGNOR:

LB CREDIT CORPORATION

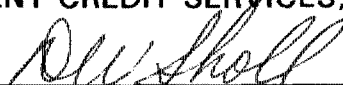
By: _____


Dennis W. Sholl
President

ASSIGNEE:

EQUIPMENT CREDIT SERVICES, INC.

By: _____


Dennis W. Sholl
President

ACKNOWLEDGMENT

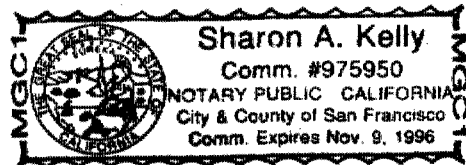
STATE OF CALIFORNIA)
) SS
COUNTY OF SAN FRANCISCO)

Before me, a Notary Public, qualified for said county, personally came DENNIS W. SHOLL, President of LB CREDIT CORPORATION and the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed of said corporation.

Witness my hand and notarial seal on: Sal
December 16, 1993

My commission expires on: November 9, 1996

Sharon A. Kelly
Notary Public



STATE OF CALIFORNIA)
) SS
COUNTY OF SAN FRANCISCO)

Before me, a Notary Public, qualified for said county, personally came DENNIS W. SHOLL, President of EQUIPMENT CREDIT SERVICES, INC., and the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed of said corporation.

Witness my hand and notarial seal on: December 16, 1993

My commission expires on: November 9, 1996

Sharon A. Kelly
Notary Public

